

Agreement between



**CSA GROUP**

and



and its  
**Local 4559**

Effective: March 31, 2024 March 31, 2027

**AGREEMENT**

between

**CANADIAN STANDARDS ASSOCIATION**  
located at Metropolitan Toronto  
(hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
and its LOCAL 4559  
(hereinafter called the "Union")

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees of the Employer who are subject to its provisions.

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## **ARTICLE 1 RECOGNITION**

**1.01** The Employer recognizes the Union as the bargaining agent of all Professional Engineers and Engineers in Training employed by Canadian Standards Association in the City of Toronto, save and except Project Managers (Standards Division), Managers and persons above the rank of Manager.

Clarity Note:

- a) "Professional Engineer" and "engineers in training" means such persons employed in a professional capacity.
- b) Manager means such persons as are employed as defined under section 1 (3) (b) of the Labour Relations Act, 1995.
- c) "Employee" as defined in the Collective Agreement will mean a CUPE 4559 Bargaining Unit member.

**1.02** For purposes of clarity, the parties agree that should the Employer transfer any part or parts of its operation from the 178 Rexdale Boulevard location to any other location in Ontario, employees within the transferred operation shall be covered by the provisions of this Agreement provided however that this shall not be construed to mean the transfer of individual employees, without the transfer of a part of an operation.

## **ARTICLE 2 MANAGEMENT'S RIGHTS**

**2.01** The Employer has the exclusive right and power to manage its business and direct its working force in a manner consistent with the terms of this Agreement, including, without restricting the generality of the foregoing, the right to hire, promote, demote or discipline, suspend or discharge for just cause, provided that an employee who has not completed their probationary period may be dismissed for any reason satisfactory to the Employer, and the right of a probationary employee to grieve shall only be as hereinafter provided.

## **ARTICLE 3 EMPLOYER-EMPLOYEE RELATIONSHIP**

### **3.01 (a) Discrimination**

The Employer, the Union and the employees agree that every person has a right to treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, religious and political affiliation, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, or disability as these terms are defined by the Ontario Human Rights Code, nor by reason of their membership or activity or their non-membership in the Union.

The parties agree that any amendments to the protected grounds under the Ontario Human Rights Code will be recognized under this agreement.

(b) **Harassment**

The Employer and the Union endorse the right of every employee to work in an environment which promotes respectful interactions and is free from workplace violence, harassment, and aggression.

(c) **Inclusive Pronouns**

The parties agree to amend the language in the collective agreement to ensure that gender-neutral pronouns are used throughout. Where any personal pronoun is used in this agreement, it shall mean and include all gender pronouns.

**3.02** (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out therein. A copy of the Agreement will be supplied to the new employee.

(b) The immediate Supervisor shall introduce all new employees to the Union Steward or designate.

**3.03** The Employer shall provide the Executive of the Local a monthly list of commencement and termination of employment dates, retirements and any other additions, deletions, transfers, or amendments to the complement of the bargaining unit. This list shall also include retirees who are employed by CSA.

**3.04** Every three (3) months, the Union will be given the opportunity to conduct a seminar, for a maximum period of thirty (30) minutes, for all new employees within the Bargaining Unit, hired during that period. Attendance shall not be withheld by the immediate Supervisor. The seminar will take place during regular working hours without loss of pay at such time and place as the Employer may determine. The sole purpose of such a seminar is to acquaint the new employees with the benefits and duties of Union membership and the worker's responsibilities and obligations to the Employer and the Union. No more than one local Union designate shall be present to conduct this seminar.

**3.05** The Employer and the Union agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations between the parties.

Accordingly, an Employer/Union Conference has been established. The function of the Conference shall be to act as a forum for improving service to customers, correcting conditions causing misunderstandings, reviewing suggestions or questions from employees and any other items both parties deem necessary to discuss.

Unless otherwise agreed or arranged, a Conference shall be held once a month. Each party shall send three (3) representatives to the Conference. There shall be an advance Agenda, agreed to by both parties, that shall be sent to all members of the Conference. The parties also acknowledge the interest of all employees of the Bargaining Unit in the various Divisions to be kept informed of developments affecting their employment and communications in this regard will be discussed during meetings.

It is understood that while the Conference shall consider and attempt to resolve all such problems coming before it, it shall have no power to alter, amend, add to, or modify the terms of this Collective Agreement.

#### **ARTICLE 4 NO STRIKE - NO LOCKOUT**

**4.01** The Union agrees that there will be no strike during the term of this Agreement and the Employer agrees that there will be no lockout during the term of this Agreement.

**4.02** For purposes of this Agreement, the words "strike" and "lockout" shall be as defined in the Labour Relations Act.

#### **ARTICLE 5 UNION MEMBERSHIP AND CHECK-OFF**

**5.01** (a) Any employee covered by this Agreement shall have the right to become a member of the Union, and participate in the Union or not, as they see fit.

(b) Union dues, or deductions in lieu thereof, will be deducted from all employees in the Bargaining Unit who are in receipt of wages from the Employer.

**5.02** The deductions outlined above shall be in such amounts as the Union may advise in writing from time to time. Upon receipt of a written authorization from the Union, the Employer will deduct prepaid dues in such amounts as the authorization may direct. Such deductions shall be forwarded to the Union treasurer within ten (10) days following the end of each unit accompanied by a list of additions and deletions for a master list. The master list shall be provided in April and October of each year.

**5.03** The Union agrees to indemnify and save the Employer harmless from any claim by an employee arising out of the deduction arrangements in this Article.

**5.04** The Employer shall provide the total regular wages for all Bargaining Unit employees for each fiscal unit.

#### **ARTICLE 6 UNION ACTIVITY**

**6.01** The Union agrees there will be no Union activity conducted during working hours or at any time on the Employer's premises except:

(a) Normal informal discussion at lunch periods providing it does not interfere

with the rights and privileges of others and the conduct of business;

- (b) That which is provided for in connection with the handling of grievances;
- (c) During direct contract negotiations as agreed to by the Employer and;
- (d) Other activities as approved by the Employer;
- (e) In order for the Union to properly represent the employees, the Employer shall provide a room for meetings, as the need arises with approval of the Employer.

**6.02** For the purpose of representation under Article 7, Article 8 or Article 9, the Union may appoint a maximum total of three (3) officers with three (3) alternate officers. Only three (3) officers may be active at any one time.

**6.03** One of the officers may be appointed by the Union as Chief Union Officer. In the event that the appropriate officer is not on the premises, the Chief Union officer, or failing them, any member of the Executive of the Union may act on the employee's behalf.

**6.04** The Union shall notify the Employer in writing of the name of each officer and the area they represent and also the name of the Chief Union officer, before the Employer shall be required to recognize any of them.

**6.05** It is acknowledged by the union that its officers have regular duties to perform and therefore officers will not leave their duties without first advising their Manager, indicating the time anticipated to attend to the officer's duties, and obtaining the Manager's permission, which shall not be unreasonably withheld.

**6.06** No more than one union officer shall be absent from their job to process any grievance when such is desired by a grievor, in accordance with the Grievance procedure. Such absence shall not exceed 1/2 hour unless approved by the Employer.

**6.07** On entering a section other than their own, an officer shall advise the Manager of the section entered, or such substitute as the Manager may designate, and on return to their section shall immediately advise their Manager.

**6.08** A committee of three (3) employees shall constitute the Union Grievance Committee.

**6.09** The Union shall advise the Employer, in writing, of the names of members of the Union Grievance and Bargaining Committees. Any changes in the above representation shall be communicated in writing to the Employer as soon as possible. One Union representative, who is not an employee, may also be a member of these committees if so requested.

**6.10** All correspondence between the parties, arising out of this Agreement, shall pass to and from the Employer and to the Executive of the Union.

**6.11** Three (3) bulletin boards will be provided for the Union to post notices. The Employer reserves the right to approve such notices and it shall not be unreasonably withheld.

**6.12** If direct negotiations take place during normal working hours with the permission of the Employer, the three (3) members of the Union Negotiating Committee shall be paid for regular working time lost. If the services of a Conciliation Officer is utilized, the Union shall reimburse the Employer for the cost of all regular wages paid for such employees beyond an initial period of two (2) days.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

**7.01** It is the mutual desire of both parties that complaints with respect to the interpretation, application or administration of this collective agreement by either party or the employees shall be addressed as quickly as possible, and it is understood that if an employee has a complaint, the employee shall process it in the following manner and sequence, provided that the dismissal of an employee during the probationary period shall not be the subject of a grievance provided that the employer's decision is not discriminatory under the Ontario Human Rights Definitions:

**FIRST:** Between the employee and the first level Management, provided such complaint is lodged in **writing** within five (5) working days of the circumstances giving rise to the complaint. First level Management shall give their decision in **writing** within five (5) working days. An officer may be present upon request of the employee or first level Management.

**SECOND:** If first level Management fails to settle the complaint to the satisfaction of the complaining employee, the employee shall, with the assistance of the officer, reduce the complaint to a grievance in writing (on forms supplied by the Union and approved by the Employer). The officer shall give the grievance to the next higher level of Management within five (5) working days of the first step response, otherwise, it will not be accepted in the second step. The Management Chair at this step shall convene a meeting between the Employer and the Chief Union Officer, one member of the Union Grievance Committee, and the grievor and give a written decision within five (5) working days of the meeting.

**THIRD:** If the grievance has not been settled in the second step, it must be processed within five (5) working days of the written decision at the second step, otherwise it will not be accepted in the third step. All grievances not settled in the second step shall be taken up at a meeting between the Union Grievance Committee and the Management Committee, chaired by Human Resources within five (5) working days. The decision of the Management Committee will be given to the Union in writing within five (5) working days of the meeting.

**7.02** The time limits fixed for the Grievance Procedure may be extended on an individual basis by written consent of both parties to this Agreement.

**7.03** A Union Policy grievance (which is clearly distinguishable from a grievance of an individual) which alleges that there has been a violation of this Agreement, may be filed by the Union Officers and instituted at the third step of the Grievance Procedure as outlined herein, provided this is done within five (5) working days after the occurrence of the event(s) or within five (5) working days after the Union ought reasonably to have known of the occurrence of the event(s) being grieved. However, it is expressly understood that this procedure may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could have themselves instituted and the regular Grievance Procedure shall not be bypassed.

**7.04** It is understood that the Employer may bring forward to a meeting held with the Union Grievance Committee any general complaint with respect to the conduct of the Union, its Officers, or any other Union representative, and that if such a complaint by Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance, instituted at the third step of the Grievance Procedure, and, if necessary, proceed to mediation and/or arbitration.

**7.05** In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private room.

## **ARTICLE 8 ARBITRATION AND MEDIATION**

**8.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

**8.02** Such notice, in order to be accepted as an appropriate matter for submission to arbitration, must be communicated to either party in writing not more than ten (10) working days subsequent to the written decision of the Management Committee in Step 3 of the Grievance Procedure.

**8.03** The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

**8.04** If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

**8.05** The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

**8.06** The Arbitration Board shall not have jurisdiction to alter, or change any of the provisions of this Agreement, give any decision inconsistent with the terms and provisions of this Agreement nor deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty in such a way that in the opinion of the Arbitrator is just and equitable.

**8.07** It is agreed that each party will bear the cost of its appointee and bear equally the fees and expenses of the Chairperson. Where the Board deems it necessary to incur other expenses in connection with the case, the Board will consult with the parties and obtain agreement from the parties before making its decision regarding incurring such expenses.

**8.08** Notwithstanding the above, the parties may agree to a sole arbitrator. The parties will bear equally the cost of the sole arbitrator.

**8.09** The time limit fixed for the arbitration procedure may be extended on an individual basis by written consent of both parties to this Agreement.

- 8.10** (a) Either party may, at the same time as filing the notice in Article 8.02 or within the time limit provided therein, serve the other with a Notice of Intent to Mediate the difference. If the other party agrees to the mediation of the difference, it shall reply in writing within five (5) working days to that effect and the parties will proceed to the selection of a mediator as set out below.
- (b) If the parties agree to mediate, the arbitration provisions of this Article shall be held in abeyance until the day the mediation procedure has concluded without a final resolution of the difference, after which the arbitration provisions of this Article will continue, including access to expedited arbitration but not to consensual mediation-arbitration under the Labour Relations Act.
- (c) The mediator will be selected in rotation from a panel of not less than three persons to be agreed upon by the parties in writing. If the mediator next in rotation is unavailable to mediate the difference within 30 days of the Notice of Intent to Mediate, the next mediator will be contacted, and so on until a mediator is selected who is available within this time frame. If none of the panel are available, and the parties are unable to agree upon an alternate, then the arbitration provisions of this Article shall apply unless the parties can otherwise agree in writing.
- (d) The mediator shall determine the process and the procedure for mediation which, in their opinion, best suits the nature of the dispute and creates the optimum environment for resolution between the parties.
- (e) If the mediator is able to fashion a consensus between the parties, the mediated settlement shall be reduced to writing, and is a final and binding settlement. Any concerns with respect to the interpretation, application or administration of the settlement shall be referred back to the mediator for resolution, and the mediator's determination of the issue is final and

binding upon the parties.

- (f) Unless the parties agree otherwise, the mediated settlement does not create a precedent for the disposition of the same issues in the future.
- (g) If the parties are unable to conclude a settlement with the assistance of the mediator on the day appointed for that purpose, then the arbitration provisions of this Article shall apply unless the parties agreed to continue mediation on additional days with the mediator. If both parties are agreed, the mediator may be appointed as the arbitrator to hear and determine the difference in accordance with the requirements of this Article and the Labour Relations Act.
- (h) The mediation provisions of this Article shall have no application in the event either party requests the Minister to appoint a consensual mediator-arbitrator under the Labour Relations Act.
- (i) The Mediator shall not be a compellable witness at arbitration and any discussions with the mediator shall be given the same protected status as discussions between the parties in the grievance procedure.

**8.11** The Employer shall maintain pay and reimburse expenses for one (1) member of the Union Grievance Committee and the grievor, while attending arbitration meetings under the Labour Relations Act, including consensual mediation-arbitration as well as meetings held pursuant to the Mediation process under clause 8.10. The union may send two (2) other CUPE Local representatives and will reimburse the employer for wages and expenses. The Employer shall pay all other costs associated only with the Mediation process as outlined in clause 8.10.

## **ARTICLE 9 WRITTEN DISCIPLINE, SUSPENSION OR DISCHARGE**

**9.01** The employer shall engage in progressive discipline.

- (i) On the first violation of CSA Group regulations, policies, or procedures a verbal warning will be given to the employee who is being disciplined. The Employer will discuss the proper protocols and procedures and provide coaching to the employee.
- (ii) Upon a second violation a written warning may be given subject to the time frames outlined in 9.03.
- (iii) Upon a third violation a suspension may be given subject to the time frames outlined 9.03.
- (iv) Upon a fourth violation CSA Group may terminate the employment of the employee.

Employees shall have the right to access a union official for all disciplinary meetings.

CSA Group shall have the right to determine which step of the disciplinary process to apply given the severity of incident leading up to discipline. The sole right of determining the severity of the incident shall rest with CSA Group.

At the time an employee is disciplined, suspended, or discharged, they shall be informed in the presence of the Steward or Union Executive, unless, in the case of discharge, the reasons are such that it is necessary to require their immediate expulsion from the premises. The employee may consult with the officer or Union Executive, where applicable, for a reasonable time not to exceed 1/2 hour during working hours unless extended by mutual agreement.

**9.02** The employee who is disciplined in writing, suspended, or discharged, shall be disqualified from proceeding under the Grievance Procedure unless written notice of a grievance is lodged within five (5) working days from date of discipline. Such a grievance shall be commenced at the second step of the Grievance Procedure, or in the case of discharge, or a suspension beyond three (3) days, at the third step.

**9.03** If no other disciplinary action occurs, disciplinary letters will be removed from the file in eighteen (18) months, suspension letters in **twenty-four (24) months** from the date of issue. In the event that further disciplinary action occurs, the letters shall remain on the file for twenty-four (24) months from the most recent action.

**9.04** Any employee shall have the opportunity to review their personnel file at a time and place set by the Employer.

## **ARTICLE 10 SENIORITY**

**10.01** An employee will be on probation and not acquire seniority until they have completed six (6) months of active employment within the twelve (12) month period following the most recent date of hire. On successful completion of the probationary period, they shall then be credited with seniority equal to the probationary period served, and any seniority thus acquired may be exercised in the manner set out in this Article. At the request of the Employer, the probationary period may be extended with the written consent of the union.

**10.02** It is understood that the release of an employee during the probationary period shall not be the subject of a grievance under either the Grievance or Arbitration and Mediation Procedures. An employee who has completed the probationary period and has seniority, who is discharged for cause, may lodge a grievance in the manner and to the extent provided in the Grievance Procedure.

**10.03** Seniority shall commence and accumulate from the date on which the employee entered the full time, permanent service of the Employer within the scope of Local 4559 except as otherwise noted in this article. For employees who are members of Local 4559 at November 23, 2005 and who were hired prior to certification of Local 4559 seniority shall commence and accumulate from the most recent date of hire.

**10.04** Seniority shall be lost, and employment deemed terminated if:

- a. An employee is discharged and is not reinstated through the Grievance or Arbitration and Mediation procedure;
- b. An employee resigns or retires;
- c. An employee fails to return upon the completion of any leave of absence except for reasons satisfactory to the Employer;
- d. An employee is absent from work without permission for a period of three (3) consecutive working days without notifying the Employer unless such notice was not reasonably possible and providing reasons for such absence satisfactory to the Employer.
- e. An employee is laid off for the lessor of the employee's years of service or twenty-four months or applies and receives severance as outlined in article 17.06.

**10.05** A full time employee shall continue to accumulate seniority while they:

- a. Are in the active employ of the Employer;
- b. Are absent through verified illness for a continuous period up to twenty-six (26) weeks.
- c. Are absent for up to two (2) months on a leave of absence;
- d. Are on pregnancy leave for up to twenty-six (26) weeks, or such longer period as may be prescribed by the Employment Standards Act;
- e. Are on parental leave as per Article 12.06(a);
- f. Are on WSIB during the period of illness or injury to a maximum of thirty-six (36) months.

**10.06** An employee on Long Term Disability shall retain their seniority as at the date of commencement of LTD.

**10.07** Seniority shall cease to accumulate and be lost in the event that an employee accepts a position outside of the scope of the bargaining unit for a period of more than twenty-four (24) months.

**10.08** The Employer shall maintain up-to-date seniority lists showing each employee's seniority date, and where applicable service date, as calculated in accordance with this Article, and the employee's current salary rate. A copy of the list shall be sent to the Executive of the Union in January and July of each year.

**10.09** Top seniority rights shall be accorded to current members of Local 4559's Officers.

This shall mean that those employees shall be retained during their respective terms of office notwithstanding their positions on the seniority list provided full-time work for which they are qualified and able to perform at their own or lower hourly rate is available.

## **ARTICLE 11 JOB POSTING**

**11.01** When a position becomes vacant or a new position is created, the vacancy will be posted internally on the CSA Workday career page for a period of seven (7) working days and no employee outside of the Bargaining Unit shall be hired until the position has been posted for this duration. The job posting will contain the qualifications required, and rate of pay as per the applicable pay grades. If an assessment is required, notification will be provided within ten (10) working days following the posting. When an emergency arises, internal job vacancies can be posted for (2) working days on agreement with the Union.

**11.02** Copies of any posting including the reason for such a vacancy will be forwarded to the Executives of the Union at the time of posting.

**11.03 (a)** A vacancy exists when the Employer determines that there is a job opening and that the job opening is not of a temporary nature, and there are no eligible employees in the same pay grade whose position is eliminated. If the Employer does not wish to fill a vacancy the Union shall be notified of the reasons, in writing, within (2) months.

(b) Should the need arise to temporarily replace a bargaining unit employee whose absence is expected to exceed three (3) months, the Employer will first post the temporary opportunity and will not interview outside applicants until such time as internal applicants have been given full consideration.

Note: When a period of rehabilitative employment is medically required, the Employer shall provide medically appropriate work tasks without creating a position or vacancy.

**11.04** If there are any changes to a job posting, including modification or cancellation, the changes will be forwarded to the Secretary of the Union before posting the revisions or removing the posting.

**11.05 (a)** When selecting a candidate from within the Bargaining Unit, the Employer will choose the most senior applicant where skills, ability, qualification, and communication skills, are relatively equal, as assessed by the Employer. Assessments may be used to evaluate an employee, and the assessment shall not be arbitrary or unreasonable.

(b) Vacancies for positions which are subject to reclassification through pay grades as shown in Appendix A, will be posted as a multi-level posting.

The vacancy will be advertised as an "UP TO " pay grade and will include the qualifications required.

Applicants will be considered at the highest pay grade for which they are qualified. Applicants with qualifications below the specified requirements will be considered at a level equivalent to their skill, knowledge, and abilities as outlined in the job posting.

**11.06** The Employer will aim to promote internally before considering external applicants and will not interview external applicants until all bargaining unit applicants have been given full consideration.

**11.07** New employees cannot apply for a job opening during their six (6) month probationary period. In the following six months, employees will be limited to one successful promotion or transfer through job posting unless agreed upon by Human Resources.

**11.08** Assessments will be conducted confidentially, and the administration of such tests shall be at the sole discretion of the Employer.

**11.09** a) The name of the successful applicant will be forwarded to the Union Secretary

b) Unsuccessful applicants will be notified by the hiring manager and provided with relevant feedback including the reason why the application was unsuccessful and development guidance.

**11.10** If a posting has not been filled within three (3) months, all applicants shall be notified in writing of the reason for the delay.

**11.11** Successful applicants will transition to their new position and/or the new classification wages within four (4) weeks of notification.

**11.12** Promotions or transfers will be subject to probation as outlined below:

a) Existing employees will be on job probation for sixty-five (65) working days. This probationary period may be extended by any amount of time, such as vacation, sick leave, paid holidays, taken during the course of the probation.

b) The successful applicant must remain in the position for a minimum of six (6) months, with the option to waive this requirement with permission from the Employer.

c) At the request of the Employer, the job probation period may be extended under extenuating circumstances with consent of the Union.

d) Employees who are reclassified shall not be placed on job probation.

**11.13** In the event an employee who takes another position fails to qualify, a reasonable effort will be made to relocate such employee in a job with a similar rate of pay to the position the employee previously held.

**11.14** When an employee's performance is above the competent level of the job, a recommendation may be made by the Supervisor/Manager to accelerate the employee's salary up to job rate (job rate shall be defined as the maximum level).

**11.15** Notwithstanding any other provision in Article 11, when an employee returns to work from Long Term Disability (LTD), the Employer will either:

- a) return the employee to their original position, if such absence has been less than twelve (12) months, provided the employee is medically fit and capable of performing the job; or
- b) if the absence is greater than twelve (12) months, assign the employee to a vacant position, with a similar rate of pay to the position the employee previously held, provided the employee is medically fit and capable of performing the job; or
- c) if neither (a) or (b) are possible, provide a job with a similar rate of pay to the position the employee previously held, provided that the employee is medically fit and capable of performing the job; or
- d) if the employee is incapable of meeting the requirements of (a) or (b) or (c) above, such employee will be provided with a job that he is medically fit and capable of performing.

Note: (1) In the event that the employee cannot return to their original position, the temporary incumbent will be awarded the position permanently.

(2) Both the Employer and the Union agree to abide by the Workplace Safety Insurance Act.

**11.16** Notwithstanding any other provision in Article 11, when an employee is declared redundant, and would otherwise be subject to layoff, such employee will be assigned to a vacant position provided the employee has the skill and ability to perform the duties of the vacant position.

Note: The employees referred to in **11.15** and **11.16** shall not receive a higher pay grade as a result of the reassignment.

## **ARTICLE 12 LEAVE OF ABSENCE**

**12.01** Where practicable, a leave of absence without pay and without loss of seniority may be granted at the discretion of the Employer on a request from any employee, and such request shall not be unreasonably denied.

**12.02** All requests for leave of absence beyond one (1) day will be submitted in writing to the immediate Supervisor concerned for authorization at least ten (10) working days prior to commencement of such leave (except in case of emergency) and shall be dealt with by the Employer as quickly as reasonably possible. Such authorization shall be in writing.

**12.03** Time worked beyond the regular work day or work week to make up time for leave of absence shall be applied to such leave of absence at straight time. Such make-up time shall be discharged within two (2) months before or after said leave. Make-up time shall not be applied toward leave of absence unless so specified at the time leave is granted.

- 12.04** a) Any employee duly appointed as a delegate to a Union meeting or convention will, where practicable, apply at least ten (10) working days in advance to their immediate Manager for unpaid leave and permission shall not be unreasonably withheld. A delegate may not take more than five (5) days leave at a time, nor shall there be more than three (3) such delegates on leave at any one time. The total of such leaves shall not be more than thirty (30) days a year. While on such leave of absence, the employee shall be paid all wages for regular working hours missed and the Union shall reimburse the Employer for the cost of all regular wages paid.
- b) For the purpose of negotiations, the Employer agrees to grant paid leave to elected members of the Union Negotiating Committee up to a maximum of two (2) days per member in any negotiating year. It is understood that these days are not to be considered as deductible from the number of days allowed for Union business as above.

**12.05** Subject to the following conditions, the Employer will grant leave of absence without pay to a maximum duration of seventeen (17) weeks to a pregnant employee at **their** request in writing:

- a) The Employer shall advise in writing the employee, who having completed their probationary period, that if they desire Long Term Disability (LTD) coverage to be continuous, the employee shall pre-pay premiums (by providing post-dated cheques for each month) for the duration of such leave prior to proceeding on such leave;
- b) An employee (excluding a pregnant employee) shall be granted two (2) days leave with pay to attend to the needs directly related to the birth of their child. The employee may be required to furnish medical verification;
- c) The Employer shall continue to provide the benefits outlined in Article 18.

**12.06** a) An employee who has thirteen (13) weeks service shall be granted parental leave of absence. Employees who take pregnancy leave are entitled to a maximum of **sixty-one (61)** weeks' parental leave and employees who do not take pregnancy leave and all other new parents are entitled to a maximum of **sixty-three (63)** weeks' parental leave without pay and without loss of seniority, to attend to the needs of their child. Employees who take pregnancy leave must begin their parental leave immediately after the pregnancy leave ends. All other parents must begin their parental leave no later than **sixty-three (63)** weeks after the birth or adoption of the child. This request must be made in writing to the

employee's immediate Supervisor at least two (2) weeks prior to the expected departure/return date.

- b) An employee shall be granted one (1) day leave with pay to attend to needs directly related to the adoption of their child.
- c) The employee may be required to furnish proof of an adoption.
- d) Benefits outlined in Article 18.01 shall be provided in accordance with the Employment Standards Act.

### **Leave of Absence - Supplemental Unemployment Benefit**

**12.07** An employee on pregnancy or parental leave who, having provided proof of receipt of Employment Insurance Benefits (EI) shall be paid a Supplemental Unemployment Benefit (SUB) allowance in the following manner:

- a) For the first week of pregnancy leave (EI waiting period) an amount equivalent to ninety percent (90%) of their weekly pay, based on the last day worked prior to commencement of the pregnancy leave and thereafter; an amount equivalent to ninety percent (90%) of that weekly pay less EI benefits received, for a maximum of fifteen (15) weeks;
- b) for parental leave, an amount equivalent to ninety percent (90%) of their weekly pay less EI benefits received, for a maximum of six (6) weeks;
- c) the pregnancy and/or parental SUB allowance shall terminate when EI benefit payments cease.

**12.08** The payments set out in 12.07 will only be made if the employee signs an agreement with the Employer, providing:

- a) that they will return to work and remain in the Employer's employ for a period of three (3) months from the date of return to work;
- b) that they will return to work on the date of expiry of the maternity or parental leave, unless the employee is entitled to another leave provided for in this Agreement;
- d) that the employee recognizes that they are indebted to the Employer for the payments received and shall reimburse the Employer if they fail to return to work as per the provisions of subsections (a) and (b).

## **ARTICLE 13 BEREAVEMENT**

**13.01** In case of bereavement, an employee will be granted a leave of absence from work and will incur no loss of wages in respect of the following periods:

- a) five (5) consecutive working days for arranging and/or attending the funeral of a spouse and/or child, or sibling;
- b) three (3) consecutive working days for arranging and/or attending the funeral of a member of the immediate family as defined in clause 13.02, or;
- c) one (1) day for mourning the death of a member of the immediate family as defined in clause 13.02, if the employee is not able to attend the funeral or;
- d) one (1) day to act as a pallbearer.

**13.02** Immediate family shall be defined as: parent-in-law, child-in-law, grandparents, grandchildren, sibling-in-law.

**13.03** An additional leave of absence without pay may be granted for required travel time.

## **ARTICLE 14 JURY OR COURT WITNESS DUTY**

**14.01** Employees required to be absent from work to serve on jury duty or subpoenaed court witness, shall be paid for the difference between their normal day's salary and the amount they receive per day. This excludes travel allowances.

## **ARTICLE 15 HOURS OF WORK**

- 15.01**
- a) The normal hours of work for employees shall be seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week.
  - b) This does not include an employee's lunch period of not less than one-half (1/2) hour or more than one (1) hour per day at the Employer's discretion.

**15.02** A fifteen (15) minute break period will be allowed morning and afternoon for each full day worked. The fifteen (15) minute period covers the total time the employee is to be absent from their place of work.

**15.03** All employees shall receive their wages by the direct payroll deposit banking system or by such other mechanized payroll system as may be used by the Employer.

**15.04** The Employer will consult with the Union prior to a change in the schedule of the normal hours, pay day, shifts or method of payment.

## **ARTICLE 16 OVERTIME**

**16.01** For the purposes of overtime calculation, hours paid shall be considered as hours worked (sick time shall not be considered hours worked). Hours worked in

excess of seven and one-half (7-1/2) hours per regular work day, paid holidays (including designated floaters), Saturday or Sunday shall be paid at time and one-half (1-1/2). Overtime shall be only on an authorized basis and if not authorized by the Employer, shall not be paid. The calculated overtime or a portion thereof, may be taken as scheduled time off in lieu of payment upon mutual agreement between the employee and their manager. Where possible lieu time should be taken by the end of the fiscal year.

**16.02** An employee who has worked ten and three-quarters (10-3/4) consecutive hours not including time for meal breaks shall be entitled to a meal allowance of twenty dollars (\$20.00). This shall not apply when meals or meal allowances are otherwise provided.

**16.03** Overtime shall be divided equitably among employees who are willing and qualified to perform the available work. An employee may refuse but, if sufficient staff is not available, the Employer has the right to assign to qualified employees in reverse order of seniority.

## **ARTICLE 17 SURPLUS, LAYOFF AND RECALL**

**17.01** If a reduction in staff is required for business reasons, the employee to be declared surplus will be determined by seniority within the affected classification and product area. The Employer shall make every effort to transfer the affected employee to another product area, subject to their competencies and ability to perform the available work. In the event a transfer is not available the affected employee may displace the most junior employee within the same product area provided they are competent and capable of performing the required work. If the affected employee is unable to displace within their own product area, as assessed by the Employer, they may then displace the most junior employee within the same engineering discipline, provided they are competent and capable of performing the required work. To facilitate displacement a maximum of fifteen (15) days of familiarization or training may be considered. Affected employees may only displace at an equivalent or lower pay grade.

Prior to any implementation of layoff or transfer procedures, the Employer will provide notice to the Union. Such notice will include updated lists of all potentially affected employees/classifications. The Employer shall provide to the union a Recall List for employees who have been laid off.

**17.02** Rate Protection – an employee, who displaces another employee in a position that is at a lower salary grade than their current position, shall be afforded rate protection. Rate protection shall mean that an employee will continue to move within the salary schedule, if applicable, and receive all future negotiated salary increases so long as they remain within the rate protected salary grade.

**17.03** (a) An employee who has been laid off in accordance with the provisions of this Article, will be called back to work in order of seniority provided that such employee is competent to perform available work.

- (b) When employees covered by this agreement are laid-off, no external candidates will be hired until the Employer reviews the qualifications of the laid-off employee(s) and is confident the laid-off employee(s) do not have the skills or qualifications to perform the duties of the position.
  - (c) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
  - (d) An employee may refuse recall, without loss of recall rights, when they are recalled to a job that is at a lower salary grade.
  - (e) An employee who accepts recall to any full-time position is no longer on layoff and is considered to be placed in the recalled salary grade.
- 17.04** (a) Employees shall be notified of recall directly by telephone. If contact is made, written confirmation shall be sent by regular mail. If contact is not made the employee shall be notified of recall by registered mail sent to the employee's last known address according to the Employer's records. A copy of the letter shall be sent to the Executive on the date of issuance. The employee shall:
- (1) within two (2) working days of the receipt of the recall notice, advise the Employer that they intend to return to work, and;
  - (2) return to work within five (5) working days of the receipt of the notice of recall or to a date that is mutually agreeable to both parties.
- (b) Notification shall be deemed to have been received by the employee five (5) working days following the day the recall notice was sent by registered mail or courier.
  - (c) It is the sole responsibility of the employee to keep the Employer advised of their current address and telephone number.
- 17.05** (a) An employee claiming that they have been laid off or transferred contrary to the provisions of this Article or that they have not been properly recalled, may file a grievance in writing with the Employer commencing at the third step of the Grievance Procedure.
- (b) In the case of a layoff or transfer, such grievance shall be filed not later than ten (10) working days after the date of layoff or transfer.
  - (c) In the case of recall, such grievance shall be filed within ten (10) working days after the employee who the grievor alleges, was improperly recalled in their place commenced work. The grievor shall supply to the Employer the reasons and particulars of the basis of their claim in the grievance at the third step of the Grievance Procedure including the name of the job

incumbent whose classification they claim they should occupy, and it shall be their responsibility to establish their right to the job.

**17.06 Severance Pay** – In the event that it becomes necessary to layoff an employee for a period of six months or more, or terminate an employee due to the need to reduce the workforce, severance pay shall be paid based on the following:

- (a) one (1) week's pay for each full year of service up to ten (10) years of service or;
- (b) one and one-half (1 ½) weeks' pay for each full year of service if the employee has accumulated between ten (10) and twenty (20) years of service or;
- (c) two (2) weeks' pay for each full year of service if the employee has accumulated beyond twenty (20) years of service;

to a maximum of fifty-two (52) weeks' pay, including any severance pay required by Legislation.

- (i) An employee who has been laid off may apply for their severance pay at any time after the above mentioned six (6) month period. An employee who accepts their severance pay will not be entitled to be called back to work in accordance with any recall provisions of the collective agreement and shall lose all of their seniority.
- (ii) If the employee does not elect to receive severance pay as above at the six (6) month, the employer will forward any severance pay entitlement to the employee's last known address, immediately after an employee has been laid off for the lessor of the employee's years of service or twenty-four (24) months.

## **ARTICLE 18 BENEFITS COVERAGE**

**18.01** CUPE Local 4559 will participate in the Corporate Benefit Plan (the Plan). The Plan includes medical/dental coverage (including a Health Spending Account), life insurance (basic and optional), critical illness (basic and optional), Business Travel Accident, accidental death and dismemberment (basic and optional), Alavida, Virgin Plus, and Long-Term Disability (LTD) insurance. Terms and conditions of the Plan and employee/employer contribution rates do not constitute a part of this agreement. Employees are eligible for coverage under the Plan effective the first day of hire. **The Corporation Benefits Plan can be found at [www.mysunlife.ca](http://www.mysunlife.ca)**

### **18.02 Coverages - Retirees**

- (a) The Employer agrees to pay the associated costs (in respect of single or family coverage) for any employee on payroll before April 1, 2003, who retires with at least ten (10) years service. The receipt of benefits by eligible employees is dependent upon the terms of the plan, which said plans do not form part of this Agreement.

- (b) The Employer agrees to pay the associated costs (excluding premiums for out-of-country emergency medical coverage and Global Medical Assistance) (in respect of single or family coverage) for any employee who joined the Employer on or after April 1, 2003, who retires with at least ten (10) years service. The receipt of benefits by eligible employees is dependent upon the terms of the plan, which said plans do not form part of this Agreement.
- (c) Members are eligible for non-pension benefits with ten (10) years service after age forty-five (45) and retirement from Canadian Standards Association. Employees hired prior to January 1, 2007, shall retain rights per Article 18.02(a) and/or 18.02(b).
- (d) Spouses of members of the union who retire on or after April 1, 2003, shall continue to receive medical benefits after the retired employee is deceased.
- (e) Employees retiring after January 1, 2016, will be eligible for medical/dental benefit plan in place December 31, 2015, subject to the provisions of 18.02(a), (b), (c) and (d). Employees will be provided with a copy of the retiree benefit booklet when they submit their notice to retire.

**18.03** The Employer agrees to pay the associated costs in respect of single or family coverage-while an employee is receiving LTD benefits.

**18.04** Dependent children up to age 25 enrolled in full time studies will be eligible for medical **and dental** coverage.

**18.05** When an employee is laid off, medical/dental coverage will be continued for one month after the notice period has ended.

**18.06** While benefit coverages are presently being provided by Sun Life, the Employer's obligations under this article may be satisfied by an insurance carrier that provides the same or equivalent coverages. CSA will advise the union of any carrier change it may affect.

**18.07** If the employer changes the Corporate Benefits Plan the employer will negotiate these changes with the union. Should there be a change in carrier, the Employer shall give the Union three (3) months advance notice.

## **ARTICLE 19 INCIDENTAL LEAVE PROVISIONS**

**19.01** After the completion of the probationary period, the Incidental leave grant to which an employee is eligible under this plan shall be determined as follows:

Effective January 1<sup>st</sup>, 2016,

- a) (i) Five (5) days at 100% normal pay (these days do not carry over).
- (ii) Five (5) days at 75% normal pay (these days do not carry over).

- b) Local 4559 employees are part of the Corporate Short-Term Disability Plan (STDP). If the Employer changes the Corporate Short-Term Disability Plan the Employer will negotiate these changes with the Union.
- c) Local 4559 employees are part of the Corporate Long-Term Disability Plan (LTDP). If the Employer changes the Corporate Long-Term Disability Plan, the Employer will negotiate these changes with the Union.
- d) Employees on probation will be granted two (2) paid Incidental leave days and up to eight (8) unpaid Incidental leave days. There shall be no pyramiding of leaves between section (a) and section (d). Any days taken by a probationary employee (either paid or unpaid) shall be deducted from the days allowed under section (a) for the calendar year if they successfully complete their probationary period. CSA Group reserves the right to extend probationary periods for any time taken under this section. This paragraph shall not alter any other term or condition of the collective agreement.

Article 19.01 is subject to Article 19.02, 19.03 and 19.04 as well as the Corporate Disability Management Plan.

### **19.02 Reporting Illness**

- (a) Absence of employees due to personal illness shall be reported to the Manager or designate, within one hour of the start of the shift on the first day of absence. The report shall indicate the nature of the illness, and whether or not a medical practitioner is to be consulted. When a medical practitioner is to be consulted an estimate of the length of absence will be provided as soon as possible after the consultation with the medical practitioner.
- (b) The employee shall regularly update the Manager as to the status of the illness. The Manager will advise the employee as to the frequency of such updates.

### **19.03 Proof of Illness**

- (a) The Manager will indicate whether or not a medical certificate will be required to return to work. If a designate takes the call, the Manager reserves the right to contact the employee to indicate whether or not a medical certificate will be required to return to work.
- (b) Under normal circumstances, a certificate from a medical practitioner will only be required for absences greater than five (5) days. However, in cases of repeated illnesses, the Manager may request a certificate for each absence due to personal illness not covered under (a) above.
- (c) The Employer will reimburse an Employee for the cost of a certificate from a medical practitioner.

#### **19.04 Duplication of Benefits**

There shall be no duplication of payment from these sick leave plan provisions and any other salary supplement plan to which the Employer contributes, such as Employment Insurance.

### **ARTICLE 20 ANNUAL VACATION**

#### **20.01**

- a. A new employee shall be entitled to a vacation in the amount of one and one quarter (1-1/4) working days for each full month of service completed in the first fiscal year, to a maximum of fifteen (15) working days. (Employees hired on or before the 15<sup>th</sup> of a month will receive 1.25 working days' vacation for that month).
- b. An employee who has completed one (1) year of continuous service (i.e. in the 2nd year) shall be entitled to fifteen (15) working days' vacation and in each succeeding year until they complete eight (8) years of continuous service.
- c. An employee who has completed eight (8) years of continuous service (i.e. in the 9th year) shall be entitled to twenty (20) working days' vacation and in each succeeding year until they complete eighteen (18) years of continuous service.
- d. An employee who has completed eighteen (18) years of continuous service (i.e. in the 19th year) shall be entitled to twenty-five (25) working days' vacation and in each succeeding year until they complete twenty-eight (28) years of continuous service.
- e. An employee who has completed twenty-eight (28) years of continuous service (i.e. in the 29th year) shall be entitled to thirty (30) working days' vacation and in each succeeding year.
- f. If an Employee leaves CSA during fiscal year they will be paid out any vacation owed (based on accumulation) or they will owe CSA vacation pay which is deducted from the final pay.

**20.02** The vacation specified above may be taken any time within the fiscal year in which the employee completes the required years of service, subject to the employee and the Manager reaching agreement on a vacation schedule which will not hamper the Employer's operations.

**20.03** All vacation entitlements shall be taken during the Employer's fiscal year per Appendix B.

#### **20.04 Annual Vacation Carry-Over**

- a) Where an employee is entitled to a vacation of three (3) weeks or more, they

may carry-over up to one (1) week into the following fiscal year.

- b) Where an employee is entitled to a vacation of five (5) weeks or more, they may carry-over up to two (2) weeks into the following fiscal year.

## **20.05 Vacation Retirement Banking**

Employees aged fifty (50) and over, who are thus fifteen (15) years or less from the normal retirement age of 65, may bank one week each fiscal year toward a pre-retirement vacation. Used in conjunction with vacation carry-over (Article 20.04), vacation entitlement could be used as follows:

three weeks vacation must take two; may carry-over or bank one  
four weeks vacation must take three; may carry-over or bank one  
five weeks vacation must take three; may carry-over two or carry-over one and bank one  
six weeks vacation must take four; may carry-over two or carry-over one and bank one

Once banked, vacation credits are held until they are taken immediately before the normal retirement date. Should an employee terminate earlier for any reason, banked vacation would be paid in a lump sum.

## **ARTICLE 21 PAID HOLIDAYS**

**21.01** The holidays recognized for payment by the Employer are:

New Year's Day	Victoria Day	Good Friday	
Thanksgiving Day	Boxing Day	Christmas Day	Family Day
Civic Holiday	Canada Day	Labour Day	

**21.02** If any of the above holidays falls on a Saturday or Sunday, it shall, at the option of the Employer, be observed on the preceding Friday or the following Monday.

**21.03** Each fiscal year one "floating" paid holiday for all employees in the union shall be granted. The date of such holiday will be determined by mutual agreement of the parties. However, if in the future a legal (Provincial) holiday be declared then a "floater" may become that holiday at Management's discretion.

**21.04** A probationary employee is only entitled to one (1) "floating holiday" during their probationary period.

**21.05** An additional paid floating holiday shall be granted. Date to be determined by Management. The Union shall be notified of the date of such holiday by no later than March 18th of any year. In the event that Management does not determine the date of such holiday by March 18th of any year, the date shall be determined by mutual agreement between the employee and the manager.

**21.06** An employee shall not be paid for a Statutory Holiday if they are unjustifiably absent from work on the normal working day preceding or the normal working day following the holiday.

## **ARTICLE 22 WORKPLACE SAFETY INSURANCE BOARD (WSIB)**

**22.01** An employee injured while on duty and unable to work because of such injury will automatically go on sick leave. If the injury is recognized as compensable by the Workplace Safety Insurance Board, the amount of sick leave used will be restored to the record. For a period of three (3) months from the date of the compensable injury the Employer will "top off" the WSIB payments with such amount, in addition to the WSIB payments, as will maintain the employee's normal salary as per Salary Schedule and Classifications after deductions for income tax and such other payroll deductions as are normally made.

**22.02** In the event the employee is off work due to a compensable accident for longer than the three (3) month period referred to in Article 22.01, they may elect to "top off" the WSIB payments by deducting from their sick leave credits, if available, that amount which, in addition to the WSIB payments, will maintain the employee's normal salary as per attached Salary Schedule and Classifications after deductions for income tax and such other payroll deductions as are normally made.

**22.03** The Employer shall engage members of the Health and Safety Committee and Inspector (Ministry of Labour), as appropriate under the requirements of the Ontario Occupational Health and Safety Act.

## **ARTICLE 23 HEALTH AND SAFETY**

**23.01** An employee or group of employees who believe they are being required to work under conditions which are unsafe shall follow the procedures, in accordance with the Occupational health and safety Act, as it may be amended from time to time, and immediately refer the matter to their immediate Manager.

**23.02** The parties agree to co-operate in the promotion of safety, safe working conditions and good housekeeping with respect to work areas and facilities throughout the Employer's premises.

### **23.03 Protective Equipment**

The Employer shall provide and maintain, at no cost to the employee, all safety devices and protective clothing, other than protective footwear, required by the Employer to be worn by employees.

#### **Protective Footwear**

- (i) The wearing of CSA certified protective footwear is mandatory for employees whose regular work assignments are in an area or occupation requiring footwear protection in accordance with Employer policy.
- (ii) The Employer agrees to pay, upon receipt of a receipt to their Manager,

up to a maximum of \$50.00 per fiscal year towards the purchase of CSA certified safety footwear for all employees; or up to a maximum of \$200.00 per fiscal year for those employees who are required to wear safety footwear.

**23.04** Failure or refusal to use/wear said protective footwear, equipment and/or protective clothing shall result in disciplinary action being taken against that employee.

**23.05** The establishment of a Health and Safety Committee for this bargaining unit shall be governed by the provisions of the Occupational Health and Safety Act of Ontario.

## **ARTICLE 24 SALARY SCHEDULE AND CLASSIFICATIONS**

**24.01** Attached hereto, and forming part of this Agreement is the following schedule – Pay Grades and Salary Schedule.

Pay rates shall be adjusted with effective dates as follows:

Year 1: 2.0% effective April 1, 2024

Year 2: 2.0% effective April 1, 2025

Year 3: 2.0% effective April 1, 2026

The adjusted Salary Schedule is shown in Appendix A.

In all three years, CSA Group will treat the agreed to increase as a minimum, and if CSA Group extends an average increase larger than this to Canadian employees, CSA Group will ensure the adjustment for Local 4559 is the same without additional negotiation – retroactive to April 1<sup>st</sup>.

**24.02** When an employee demonstrates superior performance and contribution their Manager may recommend the employee for a single payment bonus.

Such bonus may be given at the discretion of management, in recognition of exceeding specified goals; special achievements; or in recognition of performance above and beyond the norm level.

Where bonuses are given, the names of the recipients and the rationale for giving the bonuses shall be provided to the Executive.

Bonuses may be monetary or non-monetary, at the discretion of management.

**24.03** Employees may, from time to time, be assigned to substitute for and satisfactorily perform the work of a higher paying classification. When such appointments are made, they will not be posted, and the employee will be paid at the next highest rate of the higher classification for the duration of the assignment.

**24.04** Article 24.03 shall not apply during a temporary period of work assignment for the purpose of on-the-job training.

**24.05** When an employee is temporarily assigned to a position with a lower paying classification, their pay rate and salary shall not be reduced. When the temporary assignment is completed, the employee will return to their previous position.

- a) When an employee's position is re-evaluated downwards and, as a result, such employee would suffer a decrease in salary, the employee shall be afforded rate protection. Rate protection shall mean that an employee will continue to move within the salary schedule, if applicable, and receive all future negotiated salary increases so long as they remain within the rate-protected classification.
- b) Subject to a Technical Integrity interview, if an individual is expected to perform and has the capability of performing, the full range duties and expectations of the E4+ (Certification Specialist) classification on a regular basis, they shall be eligible for that classification; i.e. in such a situation, the individual's experience shall be a factor in determining whether or not he is performing the duties of the E4+ (Certification Specialist) classification. The fact that an individual is not currently carrying out all of the duties of the Certification Specialist shall not reduce their eligibility for the classification in question as long as they are performing the majority of the duties of the Certification Specialist.

## **ARTICLE 25 TRAVEL TIME AND DAYS AWAY**

**25.01** Some travelling time outside normal work hours to and from work locations, other than the regular work headquarters, is an inherent part of many professional jobs.

**25.02** The following applies in regard to travel compensation:

When employees are required to travel outside normal working hours, the Manager may authorize pay at straight time for travel in excess of one hour outside normal working hours each working day. For application in this article a working day is a weekday (Monday to Friday) that is not a Statutory Holiday or a Designated Floater.

Management shall have the discretion to require the employee to take time off on a mutually agreeable date in lieu of payment of transit time. The employee shall be advised prior to making approved travel arrangements whether transit time will be paid or taken as time off.

## **ARTICLE 26 JOB EVALUATION**

It is recognized that the parties entered into thoughtful discussions during the course of collective bargaining regarding the development and implementation of a job evaluation system by using the McDowall Job Evaluation system as well as the creation of position descriptions (PDs). The position descriptions will be created within two (2) years of the ratification of the Collective Agreement.

A Joint Job Evaluation Committee comprising of two members from each party will meet every two months beginning the date of ratification of the Agreement, as mutually agreed, to review and consider for implementation, potential job evaluation systems.

This comprehensive review will not be limited to, but will include, taking into account contemporary and emerging job evaluation technologies as well as evolving workplace structures and workflow.

## **ARTICLE 27 PENSION PLAN**

**27.01** Any Local 4559 employee hired after April 1, 2015, shall be enrolled in a DC Plan.

After a one (1) year waiting period, employees hired after April 1, 2015, will take part in the CSA Group DC Pension Plan.

- CSA Group will contribute five percent (5%) of an employee's base salary and the employee will be required to contribute a minimum of three percent (3%) of their base salary.
- CSA Group reserves the right to modify the plan design, inclusive of the available investment fund options, on a go forward basis.
- CSA Group DC Pension Plan text provides full plan details and is the governing plan document of this plan and will not be part of the agreement.
- The company undertakes to continue to provide current Local 4559 employees, hired prior to April 1, 2015, a continuation of a DB plan as long as they are employees of the company. For those employees that retire from CSA, and elect a pension benefit from the DB plan, the company commits to continuing to provide that benefit for the duration of their retirement.
- The implementation of the DC plan will not provide an opportunity for current 4559 employees to convert from a DB plan into the DC plan. In addition, the company commits to not forcing conversion from a DB plan to a DC plan now or in the future.
- The introduction of a defined contribution pension plan program for new employees will not, in any manner whatsoever, affect any employee's pension benefit who is currently a member of the defined benefit pension plan. Pensionable service current employees have earned or may earn while a member of the defined benefit plan will be theirs to keep.

**27.02** For any employee hired prior to April 1, 2015, membership in the CSA Pension Plan – Plan Registration Number 0579284 is a condition of employment. A copy of the Pension Plan brochure will be given to all Engineers upon enrolment.

**27.03** The Defined Benefits (DB) plan text shall reflect the following provisions:

- (a) Early retirement without penalty where an employee has attained a

minimum factor of 85 (i.e. combination of age and length of service with no minimum age requirements);

- (b) A three (3) year Final Average Earnings (FAE) formula (i.e. the last thirty-six (36) months). Effective January 1, 2006 – A Best Average Earnings (BAE) formula (i.e. best consecutive thirty-six (36) months within the last ten (10) years) replaces the FAE formula;
- (c) A straight 2% benefit rate, and 5% contribution rate. Employees hired on or after January 1, 2012 will have the employee contribution in the Defined Benefit Pension Plan set at 7%.

**27.04** (a) A joint Pension Advisory Committee will be formed with three (3) representatives from Management and three (3) representatives from the Union plus one member of Human Resources, who shall be the Chairperson.

(b) The Committee shall have full access to necessary information in accordance with the Pension Benefits Act and shall perform the following functions:

- (1) Meet at least semi-annually, or as requested by either party;
- (2) Review any pension plan changes and the plan performance; to assist in this the union will receive copies of the Plan text, employee brochure, actuarial evaluations, audit report, investment contract between CSA and the investment fund manager; in addition, CSA will keep the union informed of the name and address of the Plan Administrator;
- (3) Keep up-to-date and discuss pension plan performance and review the pension plan as required to ensure full compliance with legislation;
- (4) Make recommendations to the Employer;
- (5) Promote awareness and understanding of the pension plan on the part of members;
- (6) Be consulted on pension plan changes and retirement programs; the Committee will act as a liaison group between the Union membership and the Pension Plan Administrator;
- (7) Evaluate the feasibility of amendments to the plan.

This Advisory Committee will discuss and undertake to resolve items of concern and communication regarding the pension plan. It shall act in an advisory capacity and shall not have authority to amend the existing pension plan.

## **ARTICLE 28 PROFESSIONAL FEES**

**28.01** Membership in the PEO, including Engineers-in-training, is mandatory. After twelve (12) months service with CSA, *the application fees, registration fees, test fees and* basic annual membership fees required by the PEO will be paid by the Employer.

**28.02** Where the Company requires that an employee be a member of other professional associations or technical organizations, the company will pay one hundred (100) percent of all fees for such memberships.

**28.03** An Engineer who is a member of a professional technical society or who wishes to join same, should discuss the specific details with their manager concerning fees payment. The employer retains complete discretion as to sponsorship, to the payment of fees, and to the number of persons supported in any one society.

Engineers, including engineers-in-training, covered by this Agreement will be reimbursed for annual OSPE membership fees.

## **ARTICLE 29 EDUCATION**

**29.01** Subject to management approval, for the sole purpose of up grading and/or maintaining the employee's education, skill or accreditation, any member of the Union may enroll in a course, which is related to their work within CSA Group, or to a CSA Group position to which the employee might reasonably aspire.

To obtain financial support an application must first be made to the candidate's Manager/Supervisor, who will submit the proposal to Human Resources. For an approved course the tuition fee and the cost of required textbooks will be borne by the Employer in accordance with the Employer's policy. Both will be paid on evidence of a "pass" mark on completion.

**29.02** In the event that the Employer determines that an employee requires a skills enhancement the Employer shall be reimbursed on a prorated basis if the employee resigns within twelve (12) months from the completion of the program, and the cost exceeds \$5000. The sum shall be exclusive of travel, wages, and expenses. Reimbursement to the Employer shall not be mandatory if the employee resigns due to extenuating circumstances (i.e. retirement, spousal relocation, or resignation from the work force).

Note: A program, in the context of 30.02, shall be considered to be a course or group of courses completed in a consecutive 30-day period.

**ARTICLE 30 DURATION OF AGREEMENT**

**30.01** This Agreement shall be in full force and effect until March 31st, 2027, and thereafter from year to year until terminated or amended by either party as hereinafter provided.

Not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination or any subsequent anniversary date, either party may notify the other of their desire to negotiate amendments.

During the negotiations, the terms of this Agreement will remain in full force and effect.

In order to facilitate the general operation (or administration) of this Collective Agreement, attached are the Pay Grades and Salary Schedule and Letters of Agreement.

**Signed at the City of Toronto, Ontario**

16/05/24

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**On behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES and its Local 4559**

**On behalf of  
CANADIAN STANDARDS  
ASSOCIATION  
178 Rexdale Boulevard, Toronto,  
Ontario**

*Martin Buchanan*

Martin Buchanan [May 16, 2024 20:46 EDT]

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**Martin Buchanan**

*Stephen Deforest*

Stephen Deforest [May 22, 2024 08:55 EDT]

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**Stephen DeForest**

*Anil Sodhi*

Anil Sodhi [May 16, 2024 17:55 EDT]

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**Anil Sodhi**

*Dave Magee*

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**Dave Magee**

*Zhibin Li*

Zhibin Li [May 16, 2024 15:32 EDT]

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**Zhibin Li**

*Catherine Mammoliti*

Catherine Mammoliti [May 17, 2024 09:55 EDT]

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**Catherine Mammoliti**

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*Bonnie Wong*

Bonnie Wong [May 16, 2024 14:52 EDT]

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**Bonnie Wong**

## APPENDIX A

### New CBA Wage Rates for CUPE 4559 - April 1, 2024 to March 31, 2027

CUPE 4559 Bi-weekly Grid (As of April 1, 2024)						
Pay Grade	1	2	3	4	5	6
	Start	6 months	12 months	18 months	2 Years	3 Years
E5	\$ 4,659.24	\$ 4,927.15	\$ 5,049.68	\$ 5,176.36	\$ 5,305.11	\$ 5,438.03
E4+	\$ 4,233.51	\$ 4,284.39	\$ 4,445.33	\$ 4,609.40	\$ 4,701.83	\$ 4,869.00
E4	\$ 4,163.93	\$ 4,249.08	\$ 4,335.26	\$ 4,569.95	\$ 4,659.24	\$ 4,678.98
E3	\$ 3,596.96	\$ 3,806.72	\$ 3,883.58	\$ 4,110.98	\$ 4,190.93	\$ 4,272.96
E2	\$ 3,357.10	\$ 3,388.25	\$ 3,421.50	\$ 3,676.92	\$ 3,724.69	\$ 3,898.11
E1	\$ 3,072.57	\$ 3,134.88	\$ 3,199.28	\$ 3,264.70	\$ 3,332.19	\$ 3,473.40

CUPE 4559 Bi-weekly Grid (As of April 1, 2025)						
Pay Grade	1	2	3	4	5	6
	Start	6 months	12 months	18 months	2 Years	3 Years
E5	\$ 4,752.42	\$ 5,025.69	\$ 5,150.68	\$ 5,279.89	\$ 5,411.21	\$ 5,546.79
E4+	\$ 4,318.18	\$ 4,370.07	\$ 4,534.24	\$ 4,701.59	\$ 4,795.87	\$ 4,966.38
E4	\$ 4,247.21	\$ 4,334.06	\$ 4,421.97	\$ 4,661.34	\$ 4,752.42	\$ 4,772.56
E3	\$ 3,668.90	\$ 3,882.85	\$ 3,961.25	\$ 4,193.20	\$ 4,274.74	\$ 4,358.42
E2	\$ 3,424.25	\$ 3,456.02	\$ 3,489.93	\$ 3,750.46	\$ 3,799.18	\$ 3,976.07
E1	\$ 3,134.03	\$ 3,197.58	\$ 3,263.27	\$ 3,330.00	\$ 3,398.83	\$ 3,542.87

CUPE 4559 Bi-weekly Grid (As of April 1, 2026)						
Pay Grade	1	2	3	4	5	6
	Start	6 months	12 months	18 months	2 Years	3 Years
E5	\$ 4,847.47	\$ 5,126.21	\$ 5,253.69	\$ 5,385.49	\$ 5,519.44	\$ 5,657.72
E4+	\$ 4,404.54	\$ 4,457.48	\$ 4,624.93	\$ 4,795.62	\$ 4,891.79	\$ 5,065.70
E4	\$ 4,332.16	\$ 4,420.74	\$ 4,510.41	\$ 4,754.57	\$ 4,847.47	\$ 4,868.01
E3	\$ 3,742.28	\$ 3,960.51	\$ 4,040.48	\$ 4,277.06	\$ 4,360.24	\$ 4,445.59
E2	\$ 3,492.73	\$ 3,525.14	\$ 3,559.73	\$ 3,825.47	\$ 3,875.17	\$ 4,055.60
E1	\$ 3,196.71	\$ 3,261.53	\$ 3,328.54	\$ 3,396.60	\$ 3,466.81	\$ 3,613.73

**Effective April 1, 2016 Local 4559 employees shall be eligible to take part in the Corporate STIP Program, at a target payout of 5% in accordance with the Employer's STIP policy.**

Note on Salary Schedule:

When a promotion is made from one pay grade to another, the incumbent's probationary salary will be the next highest salary rate.

Employees will be reclassified through pay grades E1 to E3 as follows:

From	To	Within
E1 maximum	E2	6 months
E2 maximum	E3	12 months

Except that if the Employee is not considered capable of performing the duties of the next higher grade. In such cases, the employee's ability to progress will be assessed subsequently at 6-month intervals.

**APPENDIX B**

Calendar identification of the Employer's fiscal year.

<b>FISCAL YEAR</b>	<b>FROM</b>	<b>TO</b>
<u>2024 - 2025</u>	<u>April 1, 2024</u>	<u>March 31, 2025</u>
<u>2025 - 2026</u>	<u>April 1, 2025</u>	<u>March 31, 2026</u>
<u>2026 - 2027</u>	<u>April 1, 2026</u>	<u>March 31, 2027</u>

## APPENDIX C

At the time of ratification, the following classifications are within the scope of the bargaining unit and are graded as described:

<u>Classification:</u>	<u>Pay Grade:</u>
Principal Technical Lead	E5
Certification Specialist	E4+
Technical Training Specialist	E4+
Certification Engineer	E4
Certifier Level III	E3
Certifier Level II	E2
Certifier Level I	E1

The inactive job listing shows the positions that have no incumbent at this point. The parties agree that any position on the inactive job listing may be reactivated back into the Appendix C at the identified grade by CSA Group notifying the Union of the intent to reactivate the position.

If a reactivated position is more than three (3) years old from the date of issue it shall be subject to the Job Evaluation review process. Otherwise, the normal review process shall apply.

The parties also agree that nothing shall prevent jobs being added to or removed from Appendix C upon written agreement of the parties.

The parties also agree that updating Appendix C shall not amend any other section of the collective agreement (e.g. wages, job evaluation or bumping).

### Inactive Job List

Senior Engineer E5

Over the term of the contract the Employer will develop position descriptions. These descriptions will assist in the determination of promotional criteria as it relates to the movement of individuals through the salary grid.

It is also understood that the structure and hierarchy described in the Technical Authorities and Responsibilities document is not designed to replace members of Local 4559 with members of Local 967.

The Union and the Employer agree to the following:

**1. LETTER OF AGREEMENT RE: PENSION PLAN**

The parties agree that the following paragraph shall not constitute a pension plan amendment, however, for the duration of this Agreement, CSA will at least match employee contributions and use the pension surplus to increase benefits to members, or to offset market investment losses within the pension plan.

The application of excess surplus, as it is determined within Section 147.2 of the Income Tax Act and related Regulations, shall be a fit matter for the Pension Consultative Committee (see Article 27) to discuss how such excess surplus can be applied so as to eliminate the excess surplus without increasing current service costs. Any application of excess surplus shall be by mutual agreement between the Union and the Employer.

**2. LETTER OF AGREEMENT RE: TRAINING**

Subject to operational requirements, which shall be determined solely by the Employer, employees shall be encouraged to learn the duties of positions other than their own, in their own product group – consisting of practical lab training and witnessing and conducting of tests.

Subject to operational requirements, which shall be determined solely by the Employer, employees may be given opportunities to learn the duties of positions in other product groups.

The employer agrees to discuss training programs and education with the union and to implement appropriate training programs and educational opportunities subject to budgetary, operational and employee interest restrictions.

The training, education and mentoring discussions shall commence within three (3) months of ratification of this Collective Agreement at the MUM meetings.

*Martin Buchanan*

Martin Buchanan (May 16, 2024 20:46 EDT)

For The Union

*Stephen Deforest*

Stephen Deforest (May 22, 2024 08:55 EDT)

For the Employer